

GENERAL TERMS OF SALE OF PRIMO PROFILE SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ

1. Preliminary provisions

1.1 These General Terms of Sale shall be binding on both parties to the sales transaction between the Seller, i.e., Primo Profile Sp. z o.o. (hereinafter referred to as "Primo") and the Buyer (hereinafter referred to as the "Customer"), unless the terms of the contract between the parties or the terms of the offer accepted by the Customer state otherwise.

By placing an order, the Customer acknowledges that GTS form an integral part of the contract made with Primo. The Parties exclude the application of any provisions of the Customer's general terms of sale or services.

1.2 Any terms of purchase to which Primo does not agree in writing shall not be binding on Primo.

1.3 Subject to section 2.1, Primo shall have the right to make changes to offers and contracts. The amended terms of the offer or contract shall be presented to the Customer at least 21 days before they take effect. The Customer's failure to refuse the changes in writing within 14 days before they take effect shall be deemed to constitute the Customer's acceptance of the new terms.

1.4 Any additional terms that are not specified in the contract, offer, or general terms shall be carried out at the Customer's expense.

2 Prices

2.1 Price offers made by Primo to its Customers shall be valid for the period specified in the offer. In the course of the cooperation, Primo reserves the right to automatically change prices as a result of changes in prices of raw materials and energy or other relevant input costs. The procedure specified in section 1.3 shall not apply in this case.

2.2 Primo shall inform the Customer immediately of any price change.

3 Templates and samples

3.1 The master sample provided by Primo serve as a reference for checking compliance in matters not covered by the product specification.

3.2 The colour master samples are used to determine the required profile colour with a tolerance based on the Lab $\Delta E \leq 5$ scale unless otherwise stated in the specific conditions.

3.3 In special cases, decorative profiles with the structure may differ in appearance from the master samples as the profile reflects only a part of the wider structure.

3.4 The master samples may lose their original characteristics as a result of ageing, in which case Primo will supply a new sample. In the event of a discrepancy between the master sample and other elements of the product specification, the latter shall apply.

4 Orders

4.1 All orders placed with Primo shall be in writing (fax, e-mail, or letter given to a Primo employee).

4.2 Primo shall confirm acceptance of the order within 2 working days of receipt and specify the number of products accepted for execution, the date of shipment or readiness for collection from Primo's warehouse, and the value of the order.

5 Delivery dates

5.1 Primo shall complete the order within 21 working days of receipt unless the offer or contract provides for a different delivery date.

5.2 Primo agrees to take the utmost care in delivering orders on time. In the event of a delay, Primo shall inform the Customer of the delay and state the reason and the estimated delivery time.

5.3 If the Customer's interests so require, Primo may execute the order in parts.

5.4 Insofar as Primo guarantees the use of returnable packaging in shipments to the Customer, the Customer shall strictly comply with the returnable packaging schedule prepared by Primo. If the Customer is in arrears with the return of packaging, Primo shall be released from its obligation to deliver the product on time until the returnable packaging is received.

5.5 Primo reserves the right to refuse to process the order without giving a reason.

6 Force Majeure

6.1 A Force Majeure event, including in particular shortages of raw materials or energy, transport hindrances, and other fortuitous events, shall release Primo from its obligation to deliver orders on time. Primo shall inform the Customer immediately of the occurrence of any event of Force Majeure.

7 Delivery of the product

- 7.1 Unless otherwise agreed between the parties, the product shall be collected from Primo's warehouse.
- 7.2 Upon collection of the shipment from Primo's warehouse or the shipping company, the Customer shall receive a delivery document specifying the type and quantity of the product. By signing the delivery document, the Customer confirms the receipt of the product in the correct quantity and free of visible external defects.
- 7.3 If the delivery is arranged by Primo, the method of delivery of the product shall be decided by Primo. The Customer shall check the condition of the shipment upon collection from the shipping company. The Customer shall specify in the transport document any doubts or objections as to the condition of the shipment.
- 7.4 In delivering the product to the Customer, Primo shall have the right to round up the ordered quantity to the nearest whole package and make minor adjustments to the quantity.
- 7.5 The Parties agree that the Customer shall take over responsibility for the product and the delivery shall be deemed effective upon the Customer's collection of the product from Primo's warehouse or the product being handed over to a courier company, carrier, and the like, for shipment.

8 Manufacturer's recommendations for handling the product

- 8.1 For storage, all products supplied by Primo Profile shall be sealed in their original packaging. The product shall be stored in a way to ensure that the outer packaging is not damaged and its structure is not affected by external factors.
- 8.2 To reduce the product storage period, the Customer shall apply the FIFO (First-In, First-Out) method.
- 8.3 The Customer shall strictly comply with detailed instructions for handling the product, if any, included on the packaging, in the product specifications, or in the Technical Acceptance Specifications.

9 Complaints

- 9.1 Primo shall provide a one-year guarantee on the products. The guarantee period is calculated from the date the goods are handed over to the first purchaser.

The non-conformity of the product delivered by Primo with the technical drawing of the product, specifying its dimensions and permissible tolerances, and/or product specifications shall constitute the basis for complaints.

Visible defects in profile packaging shall be reported immediately upon receipt of the product. In the case of collection from a shipping company, visible defects in profile packaging shall be described in the transport document.

The purchaser shall carefully and thoroughly examine the goods upon receipt or immediately after receipt in respect of quantity, compliance with the technical specifications, and defects as well as check the documentation. Notwithstanding the above, the goods shall be verified during the production/assembly process along with other items. Hidden defects shall be reported within six months of purchasing the product.
- 9.2 All complaints shall be in writing and contain the following data: date of sale, delivery document No., profile symbol, quantity of the product subject to complaint, profile identification (photo with a print or a label), and description of non-conformity.
- 9.3 The complaint notification form shall be accompanied, among others, by the following items: samples of the profiles subject to complaint, photos or other evidence indicating that the products are faulty. Samples may be sent by the Customer or handed over to the Primo seller.
- 9.4 A complaint can only be accepted if the Customer has complied with the manufacturer's recommendations regarding the handling of the product. A complaint shall be processed within 30 days from the date of providing all the required information according to sections 9.2 and 9.3 and, if applicable, returning the goods. The complaint processing period may be extended.
- 9.5 If the complaint is found to be valid, a correction invoice shall be issued to the Customer.
- 9.6 The Customer shall not use the product found to be defective and thereafter request the replacement of the product with a new one free of defects or correction of the invoice, claim damages or make complaints.
- 9.7 A complaint shall not release the Customer from timely payment for the product.
- 9.8 If the product is sold at a reduced value, the guarantee shall not apply.
- 9.9 The Parties agree to exclude Primo's liability under the warranty. The warranty shall be excluded for an individual who makes a contract directly related to their business activity if the contract indicates that their business activity is non-profit, which results, in particular, from the object of their business activity.

10 Claims for damages

10.1 Primo's liability for losses incurred by the Customer as a result of receiving a defective product shall be limited to the value of the product.

11 Payment

11.1 The Customer shall make a payment for the products in accordance with the terms indicated in the invoice.

11.2 If the Customer is in arrears with payments for previous debts to Primo, the supplier shall have the right to withhold deliveries to the Customer until the required amount has been settled as well as make the undue liability become due and payable, demand receipt of all its receivables not yet due, and make future deliveries on a prepayment basis only.

11.3 Primo may apply the procedure set out in section 11.2 if they have a reasonable suspicion that the Customer's creditworthiness has deteriorated.

12 Data processing

12.1 Primo shall have the right to store and process customer data for their own marketing purposes.

13 Final provisions

13.1 Contracts between the Parties, including the terms of entering into, performance, and termination of contracts between the Parties, shall be governed by Polish law. Any disputes arising from the contracts shall be settled by the common court having jurisdiction over Primo's registered office.

13.2 Primo reserves the right to amend GTS. Any amendments to these GTS shall be effective from the date of their publication on Primo's website. Notwithstanding the above, the provisions of GTS in force on the date of order confirmation shall apply to contracts between the parties.

13.3 GTS shall be effective as of 31 January 2023.